

APPEAL NO. 161486  
FILED SEPTEMBER 27, 2016

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing (CCH) was held on June 7, 2016, in (city), Texas, with (hearing officer) presiding as hearing officer. The hearing officer resolved the disputed issues by deciding that: (1) the compensable injury of (date of injury), does extend to intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy after July 6, 2015; and (2) as a result of the decision and order of the CCH in DA-00-185806-05-CC-DA46, the Texas Department of Insurance, Division of Workers' Compensation (Division) does have jurisdiction to determine whether the compensable injury of (date of injury), extends to intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy. The appellant (carrier) appeals the hearing officer's determinations of the extent of the compensable injury and jurisdiction to decide the extent of the compensable injury. The appeal file does not contain a response from the respondent (claimant).

DECISION

Affirmed as reformed.

The parties stipulated that the venue is proper in the Tyler field office of the Division, that on the date of injury the claimant was the employee of employer, and that on the date of injury the employer provided workers' compensation insurance with the carrier. A review of the record reflects that the fourth stipulation made by the parties was: "the Division-appointed designated doctor, (Dr. H) in his impairment certification of September 26, 2002, included in his rating and rated lumbosacral spondylosis without myelopathy and cervical spondylosis with myelopathy." However, in the decision and order the hearing officer included the following as stipulation 1.D. "In DA-00-185806-05-CC-DA46, heard on November 4, 2003, it was determined that the compensable injury of (date of injury), extends to and includes intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy." The parties did not stipulate to stipulation 1.D. as stated in the decision and order. A copy of the decision and order in docket number DA-00-185806-05-CC-DA46 was in evidence. The decision and order for the referenced docket number reflects that the CCH was held on December 11, 2003, and the benefit review conference was held on November 4, 2003. Further, the decision and order reflects that the two disputed issues in that CCH were: 1. Has the claimant reached maximum medical improvement, and, if so, on what date? and 2. What is the claimant's impairment rating? Extent of injury was not an issue in dispute at the referenced CCH and no findings of fact, conclusions of law, or decision were made regarding the extent

of the compensable injury. Accordingly, we strike stipulation 1.D. from the hearing officer's decision and order to conform to the evidence and the actual stipulation made by the parties. We reform stipulation 1.D. to conform to the actual stipulation made by the parties at the CCH: the Division-appointed designated doctor, Dr. H who, in his impairment certification of September 26, 2002, included in his rating and rated lumbosacral spondylosis without myelopathy and cervical spondylosis with myelopathy.

### **EXTENT OF INJURY**

The hearing officer's determination that the compensable injury of (date of injury), extends to intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy after July 6, 2015, is supported by sufficient evidence and is affirmed.

### **JURISDICTION**

The hearing officer's determination that as a result of the decision and order of the CCH in DA-00-185806-05-CC-DA46, the Division does have jurisdiction to determine whether the compensable injury of (date of injury), extends to intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy is supported by sufficient evidence and is affirmed.

### **SUMMARY**

We affirm the hearing officer's determination that the compensable injury of (date of injury), extends to intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy after July 6, 2015.

We affirm the hearing officer's determination that as a result of the decision and order of the CCH in DA-00-185806-05-CC-DA46, the Division does have jurisdiction to determine whether the compensable injury of (date of injury), extends to intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy.

We reform stipulation 1.D. by striking in DA-00-185806-05-CC-DA46, heard on November 4, 2003, it was determined that the compensable injury of (date of injury), extends to and includes intervertebral disc disruption at L5-S1, lumbosacral spondylosis without myelopathy, and cervical spondylosis with myelopathy and adding the stipulation actually made by the parties at the CCH: the Division-appointed designated doctor, Dr. H who, in his impairment certification of September 26, 2002, included in his rating and rated lumbosacral spondylosis without myelopathy and cervical spondylosis with myelopathy.

The true corporate name of the insurance carrier is **TEXAS MUTUAL INSURANCE COMPANY** and the name and address of its registered agent for service of process is

**RICHARD J. GERGASKO, PRESIDENT  
6210 EAST HIGHWAY 290  
AUSTIN, TEXAS 78723.**

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Margaret L. Turner  
Appeals Judge

CONCUR:

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K. Eugene Kraft  
Appeals Judge

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Carisa Space-Beam  
Appeals Judge